



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

November 13, 2007

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**COMMUNITY AND SENIOR SERVICES DEPARTMENT:
APPROVAL TO ALLOCATE FUNDS FOR THE
DOMESTIC VIOLENCE SHELTER BASED PROGRAM
FOR CALENDAR YEAR 2008
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations in the amount of \$1,885,000, to be used for the service providers as indicated on Attachment I, effective January 1, 2008 through December 31, 2008.
2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to execute Master Agreements substantially similar to the enclosed Master Agreement (Attachment II), with service providers indicated on Attachment I, in the amounts indicated for the provision of Domestic Violence Shelter Based Program (DVSBP) services for the term January 1, 2008 through December 31, 2008, with an option to extend the Agreement for up to four additional one-year terms, based upon Contractor's performance, funding availability, and community needs.
3. Delegate authority to the Director of CSS, or designee, to execute contract amendments, to increase or decrease original contract amounts, based on contractor performance and availability of funding, provided that: (a) the amount of change does not exceed 25 percent of the original contract amount; (b) approvals of County Counsel and the Chief Executive Office (CEO) are obtained prior to any such amendment; and the Director of CSS confirms in writing to the Board of Supervisors (Board) and the CEO within 30 days after execution that such amendments have been executed. This action assures full

expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

4. Delegate authority to the Director of CSS, or designee, to exercise each of the one-year extension options, by written notification, based upon Contractor's performance, funding availability, and ongoing community needs, and after County Counsel and CEO approval; and instruct CSS to notify your Board, in writing, within 10 business days of exercising the option.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable CSS to continue operation of the DVSBP for calendar year 2008. This program provides shelter services to victims of domestic violence residing in Los Angeles County. This program allows for the provision of services that include, but, are not limited to, crisis intervention, counseling, transportation, shelter, food and clothing that will assist in the safety and survival of clients moving them toward self-sufficiency.

Performance Measures

The DVSBP performance evaluation is aligned with the County's *Performance Counts!* Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving one of the following positive outcomes:

- Development of a domestic violence safety plan;
- Clients remain in emergency shelter more than three days; and
- Clients attain a court restraining order.

The Department will assess the contractor's performance through analysis of monitoring reports produced by the CSS Contract Compliance Division.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence and Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

A special fee of \$23 per marriage license issued and one-third of fines collected from convicted batterers are deposited into the Domestic Violence Special Fund, which is used to finance the DVSBP. The estimated calendar year 2008 cost of this program is \$1,885,000. There is no impact on the County general fund as the DVSBP is fully financed by the Domestic Violence Special Fund and has been included in the Department's Budget. Funding for subsequent years will also come from the Domestic Violence Special Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire on December 31, 2007. CSS released a Request for Statement of Qualifications (RFSQ) in June 2007, to solicit applicants to provide domestic violence shelter-based services for an initial one-year period, with the County having the option to extend for up to four additional one-year periods to cover the five-year period January 1, 2008 through June 30, 2013.

The list of agencies in Attachment I, that are being recommended for funding are in compliance with all the Board and CEO requirements.

CONTRACTING PROCESS

On June 6, 2007, CSS released a RFSQ soliciting applicant agencies to provide domestic violence shelter-based services for an initial one-year contract period, with the County having the sole option to extend for up to four additional one-year periods through December 31, 2013, subject to contractors' performance, availability of funds, and community needs.

CSS advertised the RFSQ in local news papers of general circulation, such as the Los Angeles Times and Daily News. CSS also sent letters of interest to a list of domestic violence shelter providers in all districts from a data-based address list, as well as to our current providers. The RFSQ and all related documents were posted on the Department's public website at www.dcss.co.la.ca.us.

Twenty-one agencies submitted a total of 30 Statement of Qualifications (SOQs) in response to the RFSQ. Of the 30 SOQs received, 29 were accepted. The agencies listed in Attachment I have met the minimum qualifications set forth in the RFSQ and are being recommended for funding.

The contract is not a Prop A contract. Therefore, living wage laws are not applicable. CSS is not capable of providing shelter services to clients, therefore, the specialized support services are being contracted out to service providers via a Master Agreement.

Monitoring

CSS will ensure that all approved contractors are monitored relative to contract compliance, administrative, programmatic and fiscal requirements. The DVSBP is a performance-based, cost-reimbursement master agreement and all service providers are required to submit costs associated with completion of tasks listed

In the statement of work, all providers are monitored on an annual basis for fiscal compliance by CSS Contract Compliance Division.

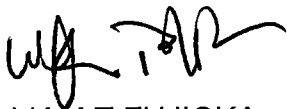
IMPACT ON CURRENT SERVICES

Continuation of the DVSBP will allow agencies to provide DVSBP to victims of domestic violence and their children. DVSBP assists to keep victims safe from abuse and ultimately achieve self-sufficiency.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to mail one copy of the adopted Board letter to Ms. Chris Frau, CSS, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020. If you need to contact Ms. Frau, her number is (213) 738-2615.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SHR:SS
GP:RG:lbm

Attachments (2)

c: Raymond G. Fortner, Jr., County Counsel
J. Tyler McCauley, Auditor-Controller

ATTACHMENT I

**DOMESTIC VIOLENCE SHELTER PROGRAM
FUNDING RECOMMENDATIONS
FY 2008-2009**

AGENCY	SUP DISTRICT	AMOUNT RECOMMENDED
1736 Family Crisis Center Shelter-Long Beach	4	\$65,000
1736 Family Crisis Center Shelter- Redondo Beach	4	\$65,000
1736 Family Crisis Center Shelter- Los Angeles 1	2	\$65,000
1736 Family Crisis Center-Los Angeles 2	2	\$65,000
Antelope Valley Domestic Violence Council / Valley Oasis Shelter	5	\$65,000
(The) Domestic Violence Center of the Santa Clarita Valley	5	\$65,000
Center for the Pacific-Asian Family, Inc. / CPAF Domestic Violence Shelter 1	3	\$65,000
Center for the Pacific-Asian Family, Inc./CPAF Domestic Violence Shelter 2	4	\$65,000
Chicana Service Action Center/East Los Angeles Bilingual Shelter	1	\$65,000
Chicana Service Action Center / Free Spirit Shelter	2	\$65,000
Haven Hills, Inc. / Haven Hills Crisis Center	3	\$65,000
House of Ruth, Inc./House of Ruth Shelter 1	1	\$65,000
House of Ruth, Inc. / House of Ruth Shelter 2	1	\$65,000
Interval House	4	\$65,000
Jenesse Center, Inc. / Jenesse Center	2	\$65,000
Jewish Family Services of Los Angeles / Tamar House (Family Violence Project)	3	\$65,000
Ocean Park Community Center / Sojourn Services For Battered Women and Their Children	3	\$65,000
Peace and Joy Care Center **	2	\$65,000
Rainbow Services, Ltd. / Rainbow House	4	\$65,000
Rainbow Services, Ltd./Villa Paloma	4	\$65,000
South Asian Helpline and Referral Agency (SAHARA)	4	\$65,000
Southern California Alcohol and Drug Programs, Inc. / Angel Step Inn - East Los Angeles Shelter	1	\$65,000
Southern California Alcohol and Drug Programs, Inc. / Angel Step Inn – Whittier Emergency Shelter	4	\$65,000
Su Casa Domestic Abuse Network	4	\$65,000
Women's and Children's Crisis and Support Center	4	\$65,000
WomenShelter of Long Beach	4	\$65,000
YWCA of Glendale / Glendale Domestic Violence Project	5	\$65,000
YWCA of Glendale/Hamilton Court	5	\$65,000
YWCA of San Gabriel Valley / WINGS	5	\$65,000
TOTAL		\$ 1,885,000

** Funding held in abeyance pending submittal of Department of Health & Safety Certification to CSS.



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF COMMUNITY AND SENIOR SERVICES

AND

(CONTRACTOR)

FOR

DOMESTIC VIOLENCE SHELTER-BASED PROGRAM SERVICES

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE SHELTER BASED SERVICES PROGRAM
MASTER AGREEMENT PROVISIONS

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STANDARD EXHIBITS

EXHIBIT A: MANDATED PROGRAM REQUIREMENTS

EXHIBIT B: STATEMENT OF WORK

EXHIBIT C: BUDGET

EXHIBIT D: ATTACHMENTS

Attachment I.	Contractor's Administration
Attachment II.	County's Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment VIII.	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Disclosure

- Attachment XIV. Contractor's Obligation As A "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPAA)
- Attachment XV. Fixed Assets/Equipment Purchase Requirements
- Attachment XVI. Inventory Control Form
- Attachment XVII. Contractor Employee Jury Service Ordinance

Master Agreement Number: _____

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
COMMUNITY AND SENIOR SERVICES DEPARTMENT
AND

FOR
THE PROVISIONS OF DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
SERVICES

This Master Agreement and Exhibits are made and entered into this ____ day of _____ by and between the County of Los Angeles, Community and Senior Services Department hereinafter referred to as COUNTY and _____, hereinafter referred to as CONTRACTOR , to provide Domestic Violence Shelter-Based Program Services.

RECITALS

WHEREAS, the COUNTY has created a COUNTY Domestic Violence Program Special Fund pursuant to Section 18305 of the California Welfare and Institutions Code and has collected revenue for the Fund through the marriage license fees designated for such use by Section 18305 of the Welfare and Institutions Code.

WHEREAS, the COUNTY, pursuant to California Penal Code Section 1203.097, as collected revenue for the COUNTY Domestic Violence Program Special Fund through a special portion of the fees collected by the Courts from convicted batterers.

WHEREAS, the COUNTY has selected the CONTRACTOR to provide services to victims of domestic violence as specified in Section 18294 of the California Welfare and Institutions Code;

WHEREAS, on XXXXXXXXXXXX, the Los Angeles County Board of Supervisors authorized CSS to enter into a Master Agreement with CONTRACTOR for the purpose of providing domestic violence shelter based program services to victims of domestic violence and their children who reside in Los Angeles County.

WHEREAS, CONTRACTOR desires to participate in such a program and has warranted its qualification to provide services set forth in California Welfare and Institutions Code Section 18294 and in this Master Agreement.

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Community and Senior Services Department or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Master Agreement and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Part II, Section 4.0, "Change Notices and Amendments" and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Master Agreement.
- 1.3 The headings, page numbers, sections, and subsection numbers contained in this Master Agreement are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Master Agreement, the Mandated Program Requirements, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Master Agreement; 2) the Mandated Program Requirements, 3) the Statement of Work, 4) Exhibit C and 5) Exhibit D, the Attachments, according to the following priority:

Attachment I. CONTRACTOR's Administration

Attachment II. COUNTY's Administration

Attachment III. Charitable Contributions Certification

Attachment IV.	Internal Revenue Notice 1015
Attachment V.	County of Los Angeles CONTRACTOR Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment VIII.	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Disclosure
Attachment XIV.	CONTRACTOR's Obligation As A "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment XV.	Fixed Assets/Equipment Purchase Requirements
Attachment XVI.	Inventory Control Form
Attachment XVII.	Contractor Employee Jury Service Ordinance

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Master Agreement": Agreement/Contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Mandated Program Requirements, Exhibit A and Statement of Work, Exhibit B.

- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Master Agreement with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, and Exhibit B, Statement of Work.
- C. "COUNTY's Contract Management Manager" (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Master Agreement.
- D. "COUNTY's Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Master Agreement, and the delivery of services.
- E. "Day" or "Days": Calendar day(s) unless otherwise specified.
- F. "CSS": COUNTY's Department of Community and Senior Services.
- G. "Director": COUNTY's Director of its Department of Community and Senior Services or his/her authorized designee.
- H. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program": The State or Federal grant program(s) under which CONTRACTOR receives funds under the terms of this Master Agreement and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Master Agreement.
- J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

3.0 TERM AND TERMINATION

- 3.1 The term of this Master Agreement shall commence on January 1, 2008 and shall continue through December 31, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Master Agreement.
- 3.2 COUNTY shall have the sole option to extend the Agreement term for up to four (4) additional one year periods for a maximum contract term of five (5) years. Such option and extension shall be exercised at the sole discretion of the Director, provided that approval of COUNTY's Chief Administrative Office (CAO) is obtained prior to any such extension.

- 3.3 CONTRACTOR shall notify COUNTY when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 8.0, "Notices", of this Master Agreement.

4.0 WORK

- 4.1 Pursuant to the provisions of this Master Agreement, the CONTRACTOR shall perform all necessary activities involved in the operation of a domestic violence shelter based program as set forth in this Master Agreement, the Mandated Program Requirements, Exhibit A, and the Statement of Work, Exhibit B.
- 4.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

5.0 CONTRACT SUM

- 5.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement Master Agreement. During the term of this Master Agreement, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, and in Exhibit B, Statement of Work.
- 5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred, except with the performance of the operation of a domestic violence shelter based program.
- 5.3 The total amount payable under the term of this Master Agreement is **\$65,000 (Sixty-five Thousand Dollars)** hereinafter referred to as the "Maximum Contract Sum".
- 5.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Master Agreement. Upon occurrence of this event, CONTRACTOR shall notify COUNTY in the manner set forth in Part I, Section 8.0, "Notices", of this Master Agreement.
- 5.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of

this Master Agreement. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Master Agreement.

- 5.6 The Contract Budget shall provide a general description of how funds will be used. CONTRACTOR has prepared and submitted to the COUNTY a budget which shall provide a general description of how the funds will be used. This Budget is attached hereto and incorporated by reference herein as Exhibit C, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects. In the event of Maximum Contract Sum is increased pursuant to Part II, Section 4.0, "Change Notice and Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

6.0 INSURANCE REQUIREMENTS

6.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Master Agreement, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 6.1.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Community and Senior Services Department
Attention: Carol Domingo, Program Manager
Contract Management Division
3175 W. Sixth Street, Room 403
Los Angeles, CA 90020

prior to commencing services under this Master Agreement.
Such certificates or other evidence shall:

- Specifically identify this Master Agreement;

- Clearly evidence all coverage required in this Master Agreement;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

6.1.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

6.1.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Master Agreement upon which COUNTY may immediately terminate or suspend this Master Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

6.1.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence, or a period not to exceed two (2) business days.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Master Agreement.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY's "Non-employee Injury Report" to COUNTY's **Contract Compliance Manager**.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Master Agreement.

6.1.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

6.1.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all Subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

6.2 INSURANCE COVERAGE REQUIREMENTS

- 6.2.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 6.2.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

- 6.2.3 **Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

- 6.2.4 In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 6.2.5 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Master Agreement.

- 6.2.6 **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this Master Agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and

robbery. CONTRACTOR shall be required to provide COUNTY with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with CONTRACTOR (named insured) and include CONTRACTOR and COUNTY's name/address and the signature/date of the insurance representative.

- 6.2.7 **SPARTA** Program (assists potential CONTRACTORS to obtain insurance): A COUNTY program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining affordable liabilities insurance. COUNTY's insurance broker, Municipality Insurance Services, Inc., administers the SPARTA Program. For additional information, CONTRACTOR may call (800) 420-0555 or contact them through e-mail at: carol@web2wise.com.

7.0 INVOICES AND PAYMENTS

- 7.1 CONTRACTOR shall invoice COUNTY for the direct and indirect costs incurred in the operation of a domestic violence shelter based program.
- 7.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit C, Budget.
- 7.3 CONTRACTOR's invoices will reflect the direct and indirect costs incurred in the operation of a domestic violence shelter based program.
- 7.4 CONTRACTOR shall submit monthly invoices to COUNTY no later than the 10th calendar day of the month following the month of service (i.e., billing month), an invoice in arrears for services rendered in the previous month. In the event that the 10th calendar day falls on a Saturday, Sunday or national holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Master Agreement, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than thirty (30) days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Master Agreement. These same time frames shall also apply to the submission of CONTRACTOR's final invoice.

- 7.4.1 Authorization for Adjustments to Monthly Billings: CONTRACTOR shall submit monthly invoices for all service categories provided in the billing month (i.e., all services provided in the billing month shall be submitted in the following month for reimbursement). In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the Contracts Management Division and Program Accounting Division, respectively.
- 7.4.2 Quarterly Submission of Adjustments: In the event that CONTRACTOR is authorized to make adjustments/revisions to invoices; the revisions shall be made and reported on a quarterly basis using the designated authorization form established by COUNTY.
- 7.4.2.1 CONTRACTOR shall complete an authorization form by listing all adjustments requested for the quarter. This form shall be submitted to COUNTY prior to billing for the first month in the quarter following the adjustment month(s). For example, adjustments for the billing months of July and August will be requested when preparing the October billing.
- 7.4.2.2 Upon COUNTY approval of the request for invoice revision, CONTRACTOR shall report these adjustments using the invoice for the first billing month of the subsequent quarter (i.e., adjustments are permitted during the billing months of October, January, April and June; any adjustments requested beyond these periods indicated will not be authorized.
- 7.4.2.3 Once the adjustment(s) has been approved and/or authorized by COUNTY and CONTRACTOR has submitted it as part of its invoice/billing, no other adjustments can be requested for that same quarter. During the last quarter, all adjustments for the months of April and May can be requested and, if approved, invoiced with the June billing. COUNTY will not authorize adjustments for the last quarter unless a request for said adjustment is submitted by CONTRACTOR as part of the June billing.

<u>Adjustment(s) to billing shall</u>	<u>Reported by the</u>
<u>be requested for the months of:</u>	<u>Billing month of:</u>

July-September	October
October-December	January
January-March	April
April-May	June

7.4.2.4 Approval of Requests: Upon COUNTY approval of CONTRACTOR's request for revision, CONTRACTOR shall prepare the invoice, which incorporates the authorized adjustments. CONTRACTOR shall report data for current billing period by taking the current units served and adding/subtracting the COUNTY approved adjustments. CONTRACTOR shall ensure that all data reported is tracked and recorded accurately to preclude errors in billing. CONTRACTOR shall be responsible for maintaining all supporting documentation for monitoring and auditing purposes consistent with Part II, Section 64.0, "Records".

7.5 All invoices under this Master Agreement shall be submitted in duplicate to the following address:

CONTRACTOR shall send one (1) original and one (1) duplicate invoice to:

County of Los Angeles
Community and Senior Services
Attention: Kathy Pouncey, Program Accounting
3175 West Sixth Street, Box 8
Los Angeles, CA 90020

7.6 COUNTY will review to ensure CONTRACTOR's invoices are for the direct and indirect costs incurred in the operation of a domestic violence shelter based program.

7.7 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and conformity with the Office of Management and Budget (OMB) Circular(s) to the extent the OMB Circular(s) does not conflict with State law. CONTRACTOR is responsible for obtaining the most recent version of this Circular, which is available online via Internet at:
<http://www.whitehouse.gov/omb/circulars/index.html>.

- 7.8 Annual fiscal reports shall be maintained in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).
- 7.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Master Agreement. COUNTY has no obligation to pay for any direct or indirect costs except those which are for the operation of a domestic violence shelter based program.
- 7.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number to COUNTY.
- 7.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 7.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 7.13 Failure to submit required documents may result in suspension of payments.

8.0 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I – CONTRACTOR's Administration and Attachment II – COUNTY's Administration. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The Department Head, or her/his designee, shall

have the authority to issue all notices or demands required or permitted by COUNTY under this Master Agreement.

9.0 PROPERTY

9.1 Unless otherwise provided for in this Section 9.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Master Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, and typing ribbons, file folders, etc.

9.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

9.2.1 Have a normal useful life of at least one (1) year.

9.2.2 Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and

9.2.3 Be used to conduct business under this Master Agreement.

9.2.4 As used in this Master Agreement, the term "equipment" shall refer only to capitalized property.

9.3 Non-capitalized property is those items which do not meet all three (3) requirements in Subsection 9.2 above.

9.4 Additions, improvements, and betterments to assets meeting all of the conditions in Subsection 9.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

9.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical

intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

9.6 CONTRACTOR shall record the following information when property is acquired:

9.6.1 Date acquired;

9.6.2 Property description (include model number);

9.6.3 Property identification number (serial number);

9.6.4 Cost or other basis of valuation;

9.6.5 Fund source; and

9.6.6 Rate of depreciation (or depreciation schedule), if applicable.

9.7 CONTRACTOR shall keep track of property purchased with Master Agreement funds, whether capitalized or not. CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Master Agreement or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Master Agreement or any predecessor agreement for the same purpose. CONTRACTOR shall reference Attachment XV, "Fixed Assets/Equipment Purchase Requirements" document and use Attachment XVI, "Inventory Control Form" to report property to the COUNTY.

9.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Master Agreement or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Attachment XV, "Fixed Assets/Equipment Purchase Requirements" to dispose of property.

9.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Master Agreement or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss,

destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020.

- 9.10 COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Master Agreement, unless otherwise required by State or Federal law or regulations or as otherwise agreed by the parties.
- 9.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Master Agreement or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.
- 9.12 In the event of CONTRACTOR's dissolution or upon termination of this Master Agreement, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.
- 9.13 To exercise the above right, no later than 140 days after termination of the Master Agreement or notification of the CONTRACTOR's dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 9.14 CONTRACTOR shall use property purchased with funds from this Master Agreement, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Master Agreement. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
 - 9.14.1 Another program providing the same or similar service; or
 - 9.14.2 State-funded program.
- 9.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a

condition of the approval, COUNTY may require reimbursement under this Master Agreement for its use.

- 9.16 CONTRACTOR shall not use equipment or supplies acquired under this Master Agreement with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 9.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 9.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.
- 9.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, Master Agreement period.

**PART II
COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration information referenced in the following Subsections is designated in Attachment II, COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

- 1.1 COUNTY'S Contract Management Manager (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Master Agreement.

The responsibilities of COUNTY'S CMM include:

- Meeting with CONTRACTOR's Program Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Ensuring that the objectives of this Master Agreement are met;
- Making changes in the terms and conditions of this Master Agreement in accordance with Part II, Section 4.0, "Change Notices and Amendments"; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

COUNTY's CMM is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

- 1.2 COUNTY's Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Master Agreement and the delivery of services.

2.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

2.1 CONTRACTOR's Program Director

- 2.1.1 CONTRACTOR's Program Director is designated in CONTRACTOR's Administration, Attachment I. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Director.
- 2.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Master Agreement, shall coordinate with COUNTY's CMM and CCM on a regular basis.

2.2 CONTRACTOR's Staff Identification

- 2.2.1 *CONTRACTOR shall provide all staff providing services under this Agreement with a photo identification badge.

2.3 Background and Security Investigations

- 2.3.1 At any time prior to or during term of this Master Agreement, COUNTY may require that all CONTRACTOR staff performing work under this Master Agreement undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Master Agreement. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. All results of background investigation must be retained in employee files.
- 2.3.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on this Master Agreement at any time during the term of this Master Agreement. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.
- 2.3.3 COUNTY may immediately (at the sole discretion of COUNTY), deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 2.3.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 2.3 shall not relieve CONTRACTOR of its obligation

to complete all work in accordance with the terms and conditions of this Master Agreement.

3.0 ALLEGATIONS OF FRAUD AND/OR ABUSE

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), COUNTY reserves the right to withhold ten percent (10%) of the Master Agreement amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by CCM that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

4.0 CHANGE NOTICES AND AMENDMENTS

This Master Agreement fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Master Agreement must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Master Agreement in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by COUNTY, State, or Federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modifications from the Federal, State, or COUNTY government. COUNTY shall give CONTRACTOR 10 days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

COUNTY reserves the right to change any portion of the Master Agreement. Any such revision shall be accomplished in the following manner:

- 4.1 The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Agreement. For all such changes, a *Change Notice* shall be prepared and signed by the CMM and the CONTRACTOR.
- 4.2 For any revision, which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR.
- 4.3 The COUNTY's Board of Supervisors or Chief Executive Officer or

designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by the CONTRACTOR and by CSS.

- 4.4 The Director of CSS or the COUNTY's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section 3.0, Term and Termination, of this Master Agreement. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an amendment to the Master Agreement shall be prepared and executed by the CONTRACTOR and by CSS.
- 4.5 CONTRACTOR requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). Such requests shall not be submitted to COUNTY more than once in each quarter except where a written waiver has been received by COUNTY.

5.0 AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of CONTRACTOR's program.

6.0 ASSIGNMENT AND DELEGATION

- 6.1 CONTRACTOR shall not assign its rights or delegate its duties under this Master Agreement, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 6.2 Shareholders, partners, members, or other equity holders of

CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Master Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Master Agreement.

- 6.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

7.0 AUDIT SETTLEMENT

If, at any time during the term of the Master Agreement or within five (5) years after the expiration or termination of the Master Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by CONTRACTOR to COUNTY by cash payment, or 2) at COUNTY's option, credited against any future payments due by the COUNTY, to CONTRACTOR, whether under this Master Agreement or otherwise. If such audits finds that COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Master Agreement exceed the funds appropriated by COUNTY for the purpose of this Master Agreement.

8.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Master Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Master Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

9.0 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by CONTRACTOR under this Master Agreement shall also be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Master Agreement.

10.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45C.F.R. part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Master Agreement, CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Master Agreement, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Master Agreement upon which COUNTY may immediately terminate or suspend this Master Agreement.

11.0 CHILD/ELDER ABUSE/FRAUD PREVENTION REPORTING

11.1 CONTRACTOR staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164, et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit

all required information, in accordance with the PC Sections 11166 and 11167.

- 11.2 CONTRACTOR staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 11.3 CONTRACTOR staff working on this Master Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

12.0 COMPLAINTS

- 12.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY's Contract Management Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) business days from the date of the request.

12.1.1 General Grievance Procedures

- (a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Such procedures must be approved by COUNTY within fifteen (15) business days after Master Agreement effective date; CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, CONTRACTOR wishes to change their user complaint policy, CONTRACTOR shall submit changes to COUNTY for approval before implementation.
- (c) If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- (d) CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's CMM of the status of the investigation within five (5) business days of receiving the complaint.

- (e) When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (f) Copies of all written responses shall be sent to CMM within three (3) business days of mailing to the complainant.

13.0 COMPLETION OF CONTRACT

Sixty (60) calendar days (or less if notified by COUNTY) prior to expiration of this Master Agreement CONTRACTOR shall allow COUNTY and/or newly selected CONTRACTOR a transition period for orientation purposes and to ensure the orderly transition of CONTRACTOR's current services to COUNTY or newly selected CONTRACTOR without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Master of Agreement. If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold up to 100 percent of the last two (2) months' payments owed CONTRACTOR.

14.0 COMPLIANCE WITH APPLICABLE LAW

- 14.1 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall be responsible for any relevant changes in the law, including but not limited to, changes in program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) an/or State or Federal regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.
- 14.2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 14.3 Failure by CONTRACTOR to comply with such laws and regulations

shall be a material breach of this Master Agreement and may result in termination of this Master Agreement.

- 14.4 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all damage, liability, costs, expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation by CONTRACTOR, its agents, employees, or Subcontractors of any laws, rules, regulations, ordinances, and directives.

15.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, sex, sexual orientation, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. CONTRACTOR shall comply with Attachment VII, and CONTRACTOR's EEO Certification.

16.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

- 16.1 This Master Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment V, and incorporated by reference into and made part of this Master Agreement.

16.1.1 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subsection, “CONTRACTOR” means a person, partnership, corporation or other entity which has a Master Agreement with COUNTY or a sub-contract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Master Agreements, contracts or Subcontracts. “Employee” means any California resident who is a full time employee of CONTRACTOR. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Master Agreement, the Subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Master Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR, at any time, either comes within the Jury Service Program’s definition of “CONTRACTOR” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Master Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR’s violation of this Subsection of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Master Agreement

and/or bar CONTRACTOR from the award of future COUNTY Master Agreements for a period of time consistent with the seriousness of the breach.

17.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

18.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Master Agreement and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the COUNTY, State, and all applicable provisions of COUNTY, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Master Agreement, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Master Agreement and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

19.0 CONFIDENTIALITY

19.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s) and/or client(s), and the immediate family of any applicant or participant, that identifies or may be used to identify them and which may be obtained through application forms, interviews, and tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the program participant(s) and/or client(s), and upon agreement by CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Master Agreement. Such information may be divulged to parties having responsibilities under this Master Agreement for monitoring or evaluating the services and performances under this Master Agreement and to governmental authorities to the extent necessary for the proper administration of the program and permissible by law.

- 19.2 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY's approval.
- 19.3 Data (information) received from State departments/agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Master Agreement. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods may include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees.
- 19.4 CONTRACTOR shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to Attachment IX, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement".
- 19.5 CONTRACTOR shall cause each of CONTRACTOR's employees to sign and adhere to Attachment VIII, "Contractor Employee Acknowledgment and Confidentiality Agreement".
- 19.6 CONTRACTOR shall notify the COUNTY of any attempt to obtain confidential records through the legal process.
- 19.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that

includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Master Agreement, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 19.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

20.0 CONFLICT OF INTEREST

- 20.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.
- 20.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 20.0 shall be a material breach of this Master Agreement.

21.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who

are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Master Agreement.

22.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 22.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.
- 22.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

23.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 23.1 CONTRACTOR shall establish and maintain an accounting system, including financial and annual fiscal reporting, in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP), CONTRACTOR shall also meet the minimum requirements for Contract Accounting as described in Attachment X, Auditor-Controller Contract Accounting and Administration Handbook, to the extent that it does not conflict with State law.
- 23.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals' which are not properly supported may be disallowed upon audit.
- 23.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:
 - 23.3.1 Fiscal Reporting:
 - 23.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10th) business day of the month, following the month covered in the report.
 - 23.3.1.2 Expenditure Closeout Report: Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by CMM, with deadline to be announced for the Program,

including the reporting of expenses and accruals through the last day of the program year.

23.3.1.3 If the Agreement is terminated or cancelled prior to June 30th, the final closeout report shall be for the contract period with an end date of either the Agreement termination or cancellation date. Two (2) copies of such report, which shall include the final invoice and the final closeout report, shall be submitted within the designated timeframe, which is to be determined by the COUNTY, after the termination/cancellation date to COUNTY's Program Accounting Division.

23.3.2 Program Reporting: An annual report shall be prepared by CONTRACTOR for CONTRACTOR's domestic violence shelter-based Program for submission to Los Angeles County Board of Supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:

- (a) The total number of persons requesting services of the domestic violence shelter-based programs.
- (b) The total number of persons requesting services of the domestic violence shelter-based program, by each type of service provided.
- (c) A description of the social and economic characteristics of persons receiving services, by type of service provided.

23.4 Program Income: All gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award, including program interest, is to be treated as Program Income as defined in 28 CFR 70.2 and 28 CFR 70.24 (non-governmental grantees) and 28 CFR 97.25 (governmental grantees). CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the Domestic Violence Shelter-Based Program including submission of the following:

23.4.1 A Program Income Statement Report is generated by CONTRACTOR on Agreement revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the expenditure closeout report. The purpose of this report is to identify the amount of Program Income. The

Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report. The use of Program Income is limited to the direct and indirect costs associated with the operation of a domestic violence shelter based program.

- 23.4.2 If CONTRACTOR's Program Income Statement Report identifies the Program Income, a Plan for Disposition of Program income (Plan) must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Income Statement Report is due.
- 23.4.3 Program Income must be spent on the direct and indirect costs associated with the operation of a domestic violence shelter based program.
- 23.4.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY.
- 23.4.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

23.5 Cost Allocation Plan for Cost Reimbursement Activities:

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Master Agreement to support the distribution of any joint costs with other funding sources related to the activities of this Master Agreement. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the direct and indirect costs associated with the operation of a domestic shelter based program. COUNTY's designated Contract Monitor will test CONTRACTOR's CAP during the normal course of monitoring to ensure reasonableness and compliance with OMB requirements to the extent the OMB Circular does not conflict with State law. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Master Agreement termination.

23.6 Property/Capital Expenditures:

All property costing five thousand dollars (\$5,000.00) or more purchased with program funds requires three (3) bids and prior notice to COUNTY to ensure expenditures are associated with the operation of a domestic violence shelter based program. All property costing five thousand dollars (\$5,000.00) or more purchased with program funds may be depreciated, tagged and tracked as property of the Los Angeles County Domestic Violence Shelter Based Program.

23.7 Nonexpendable Property:

CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies.

Nonexpendable property shall include tangible personal property, including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

23.7.1 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

23.7.2 In case of termination of this Master Agreement, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to COUNTY taking possession of said nonexpendable property.

24.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

24.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

24.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Master Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or

be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

- 24.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 24.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 24.5 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 24.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 24.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a

bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

24.8 Contractor Hearing Board will consider a request for review of a debarment determination only where (1) a CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

24.8.1 Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

24.9 These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

25.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Acts regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR to complete the Charitable Contribution Certification in Attachment III, COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach, subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

26.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

COUNTY is subject to the Administrative Simplification requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Master Agreement, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment XIV in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Attachment XIV, CONTRACTOR's Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

27.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.

27.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

27.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Master Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate the CONTRACTOR's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Master Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this

Master Agreement or impose other penalties as specified in this Master Agreement.

29.0 CRIMINAL CLEARANCES

- 29.1 For the safety and welfare of the people served under this Master Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.
- 29.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or Subcontractor who may come in contact with children while providing services under this Master Agreement when such information becomes known to CONTRACTOR.
- 29.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

30.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 30.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 30.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

31.0 DISALLOWED COSTS

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program

disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Master Agreement or applicable Program provisions or implementing laws, rules, or regulations.

32.0 DISPUTES

Any disputes between COUNTY and CONTRACTOR regarding the performance of services reflected in this Master Agreement shall be brought to the attention of the CMM. If the CMM is not able to resolve the dispute, it shall be resolved by CSS Director or her/his designee, and the Director's or his/her designee's decision shall be final.

33.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Master Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Master Agreement within the following conditions:

- 33.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 33.2 During the course of performance on this Master Agreement, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of COUNTY without the prior written consent of the Director. In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.
- 33.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the COUNTY of Los Angeles, provided, however, that the requirements of this Section 33.0 shall apply.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 34.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other

documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

- 34.2 CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

35.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR's employees:

- 35.1 Are covered by an effective Injury and Illness Prevention Program; and
- 35.2 Receive all required general and specific training on employee safety.

36.0 EVENTS OF DEFAULT

- 36.1 Default for Non-Performance:

COUNTY may terminate the whole or any part of this Master Agreement if either of the following circumstances exists:

- 36.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals/Request for Statement of Qualifications, if any; or
- 36.1.2 CONTRACTOR fails to comply with or perform any provision of this Master Agreement or fails to make progress so as to endanger performance of any term of this Master Agreement.

- 36.2 Defaults for Insolvency:

COUNTY may terminate this Master Agreement for default for insolvency in the event of the occurrence of any of the following:

- (a) Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the

ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

- (b) The filing of a voluntary petition in bankruptcy;
- (c) The appointment of a Receiver or Trustee for CONTRACTOR;
- (d) The execution by CONTRACTOR of an assignment for the benefit of creditors.

36.3 Other Events of Default:

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

37.0 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Part II, Subsection 4.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

38.0 FIXED ASSETS

Title to all fixed assets purchased with funds designated by COUNTY for purposes under this Master Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year - see Attachment XV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Attachment XVI, by CONTRACTOR during the term of this Master Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Master Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of this Master Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and

CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Attachment XV, Fixed Assets/Equipment Purchase Requirements.

39.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's Subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Master Agreement upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Master Agreement is terminated.

39.1 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

40.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

41.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit State and/or COUNTY personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Master Agreement. Such review shall occur during normal business hours.

42.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Master Agreement.

43.0 INDEPENDENT CONTRACTOR STATUS

- 43.1 This Master Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 43.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.
- 43.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Master Agreement.
- 43.4 CONTRACTOR shall adhere to the provisions stated in Section 19.0 – Confidentiality.

44.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Master Agreement, CONTRACTOR certifies as set forth in Attachment XIII, Joint Revenue Disclosure, unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or COUNTY sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Master Agreement.

45.0 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Master Agreement, or take any other steps which may materially affect the performance of this Master Agreement without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR's corporate name.

46.0 LIQUIDATED DAMAGES

- 46.1 If, in the judgment of the Director, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 46.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by CONTRACTOR over a certain time span, the Director or his/her designee, will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any future Work Orders, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or
 - (c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces

or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

46.3 The action noted in Subsection 46.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Master Agreement.

46.4 This Subsection shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Master Agreement provided by law or as specified in this Subsection 46.4, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Master Agreement as agreed to herein.

47.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY's WebVen. Prior to a Master Agreement award, all potential CONTRACTORS must register in COUNTY's WebVen. The WebVen contains the CONTRACTORS business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db').

48.0 MEETINGS

CONTRACTOR must attend all mandated meetings. CONTRACTOR shall be given one month advance notice of all scheduled quarterly meetings with CSS staff.

49.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR, at any time during the term of this Master Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the COUNTY.

50.0 NEPOTISM

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Master Agreement if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR.

For the purpose of this Section, the term “immediate family” means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by CONTRACTOR. The term “administrative capacity” means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

51.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 51.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 51.2 CONTRACTOR shall certify to, and comply with, the provisions of Attachment VII - CONTRACTOR’s EEO Certification.
- 51.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 51.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or physical or mental disability, marital status, or political affiliation.
- 51.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 51.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section 51.0 when so requested by COUNTY.
- 51.7 If COUNTY finds that any provisions of this Section 51.0 have been violated, such violation shall constitute a material breach of this Master Agreement upon which COUNTY may terminate or suspend this Master Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Master Agreement.
- 51.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Master Agreement, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

52.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Master Agreement shall not restrict the COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

53.0 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

54.0 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of the CMM and/or CCM any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Master Agreement. If the CMM and/or CCM are not able to resolve the dispute, the Director, or designee shall resolve it.

55.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

56.0 OTHER CONTRACTS

56.1 A copy of any Master Agreement between CONTRACTOR and other public or private organizations which directly impact activities funded under this Master Agreement shall be kept on file at CONTRACTOR's offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under this Master Agreement.

56.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Master Agreement.

57.0 OWNERSHIP OF DATA/EQUIPMENT

57.1 COUNTY shall be sole owner of all rights, titles and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Master Agreement. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Master Agreement.

57.2 During the term of the Master Agreement and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Master Agreement. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

57.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Master Agreement, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or

confidential, must be specifically identified by the CONTRACTOR to the CMM as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Trade Secret", "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 57.4 COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute or disclose to Non-COUNTY entities any such proprietary and/or confidential items without prior written consent of the CONTRACTOR.
- 57.5 Notwithstanding any other provision of this Master Agreement, the COUNTY will not be obligated to the CONTRACTOR in any way under Subsection 57.4 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 57.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.
- 57.6 All the rights and obligations of this Section 57.0 shall survive the expiration or termination of this Master Agreement.

58.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 58.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Master Agreement. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure.
- 58.2 In the event, any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:
 - 58.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
 - 58.2.2 Replace the questioned equipment, part, or software product

with a non-questioned item; or

58.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

58.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

59.0 PROBATION

59.1 CCM may place CONTRACTOR on probationary status when it is determined by CCM for any program(s) herein that CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement, or (2) is out of compliance with COUNTY sanction policy guidelines.

59.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a Corrective Action Plan within ten (10) days of the notice of probationary status. CONTRACTOR's Corrective Action Plan (CAP) must be approved by CCM. COUNTY reserves the right to terminate Master Agreement(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable Corrective Action Plan or fails to meet the goals of an approved Corrective Action Plan.

60.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

61.0 PROPRIETARY RIGHTS

61.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Master Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Master Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 61.2 Notwithstanding any other provision of this Master Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with State financial participation; additionally, the State Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for State Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Master Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Master Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 61.3 Any materials, data and information not developed under this Master Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 61.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in this Subsection COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 61.5 Notwithstanding any other provision of this Master Agreement, COUNTY shall not be obligated in any way for:
- 61.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;
 - 61.5.2 Any materials, data and information covered under Subsection 61.2; and
 - 61.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 61.6 CONTRACTOR shall protect the security of and keep confidential all

materials, data and information received or produced under this Master Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

- 61.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 61.8 The provisions of Subsections 61.5, 61.6, and 61.7 shall survive the expiration of termination of this Master Agreement.

62.0 PUBLIC RECORDS ACT

- 62.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Subsection 65.0 Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 62.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

63.0 PUBLICITY

- 63.1 CONTRACTOR shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise

provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it-self, COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Master Agreement within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY's without the prior written consent of the CMM. COUNTY shall not unreasonably withhold written consent.

63.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the COUNTY of Los Angeles, provided that the requirements of this Section 63.0 shall apply.

64.0 RECORDS

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR or COUNTY. Such records shall be kept in accordance with Section 65.0, Records, Retention and Inspection, herein below.

65.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

65.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

65.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to the COUNTY during the term of this Master Agreement and for a period of

five (5) years thereafter. All such material shall be maintained by CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 65.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 65.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 65.0 shall constitute a material breach of this Master Agreement upon which the COUNTY may terminate or suspend this Master Agreement.
- 65.5 At any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Master Agreement, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Master Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Master Agreement exceed the funds appropriated by the COUNTY for the purpose of this Master Agreement.

66.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

67.0 REMOVAL OF UNSATISFACTORY PERSONNEL

CONTRACTOR shall have the right to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Master Agreement for unsatisfactory performance or any other job-related cause. Such removal shall occur immediately upon the written or oral request of the CCM.

68.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to any and all rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

69.0 SAFELY SURRENDERED BABY LAW

69.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Community and Senior Services will supply CONTRACTOR with the poster to be used.

69.2 Notice to Employees Regarding the Safely Surrendered Baby Law.

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment VI of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

70.0 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be

observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

71.0 SUBCONTRACTING

- 71.1 The requirements of this Master Agreement may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Master Agreement.
- 71.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:
 - 71.2.1 A description of the work to be performed by the Subcontractor;
 - 71.2.2 A draft copy of the proposed subcontract; and
 - 71.2.3 Other pertinent information and/or certifications requested by COUNTY.
- 71.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 71.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Master Agreement, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.
- 71.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 71.6 COUNTY's Contract Management Manager will notify CONTRACTOR with respect to approval of any Subcontract and Subcontractor employees.

- 71.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Master Agreement. CONTRACTOR shall maintain and make available upon request of Contract Management Manager all the following documents:
- 71.7.1 An executed Attachment VIII, "Contractor Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 71.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.2, Insurance Coverage Requirements, of this Master Agreement, and
 - 71.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.
- 71.8 CONTRACTOR shall provide Contract Management Manager with copies of all executed subcontracts after Contract Management Manager's approval.
- 71.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Master Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 71.10 Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Master Agreement.
- 71.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

72.0 SUSPENSION OF CONTRACT

COUNTY may, by giving notice, suspend all or part of the program operations for CONTRACTOR's failure to comply with the terms and conditions of this

Master Agreement. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to COUNTY approval in writing. Failure to reply in accordance with this Section may result in termination by COUNTY of all or part of this Master Agreement.

73.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part II, Section 27.0 – CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Master Agreement, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Master Agreement pursuant to Part II, Section 75.0, Termination for CONTRACTOR's Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

74.0 TERMINATION FOR CONVENIENCE

74.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY or CONTRACTOR, in its sole discretion, to be either in COUNTY or CONTRACTOR's best interest. Termination of work hereunder shall be effected by notice of Notice of Termination to CONTRACTOR or COUNTY. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent. Notice of Termination from COUNTY to CONTRACTOR shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

74.2 If Master Agreement is terminated by COUNTY, the CONTRACTOR shall, upon receipt of Notice of Termination:

74.2.1 Stop work under this Master Agreement, as identified in such notice; and

74.2.2 Complete performance of such part of the work as shall not have been terminated by such notice; and

74.2.3 Adhere to COUNTY's transition plan as determined by COUNTY.

74.3 If the Master Agreement is terminated for convenience by

CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.

- 74.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Master Agreement or Work Order shall be maintained by the CONTRACTOR in accordance with Section 65.0, Record Retention and Inspection/Audit Settlement.

75.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 75.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Master Agreement, if, in the judgment of CMM.

- CONTRACTOR has materially breached this Master Agreement;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements or obligations of this Master Agreement, and fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 75.2 In the event that COUNTY terminates this Master Agreement in whole or in part as provided in Subsection 75.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by the COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section 75.0.

- 75.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 75.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and

unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subsection 75.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

75.4 If, after COUNTY has given notice of termination under the provisions of this Section 75.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Subsection 75.1, or that the default was excusable under the provisions of Subsection 75.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 74.0 - Termination for Convenience.

75.5 In the event COUNTY terminates this Master Agreement in its entirety due to CONTRACTOR's default as provided in Subsection 75.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Subsection 75.2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Master Agreement sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Master Agreement or otherwise.

75.5.1 These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Master Agreement and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 42.0 Indemnification.

75.6 The rights and remedies of COUNTY provided in this Section 75.0 shall

not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

76.0 TERMINATION FOR IMPROPER CONSIDERATION

- 76.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- 76.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 76.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

77.0 TERMINATION FOR INSOLVENCY

- 77.1 COUNTY may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- 77.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- 77.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
- 77.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or;

77.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.

77.2 The rights and remedies of COUNTY provided in this Section 77.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

78.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Master Agreement.

79.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Master Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Master Agreement in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

80.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, COUNTY may terminate this Master Agreement without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Master Agreement accordingly. Termination or modification pursuant to this Section shall be effective on the date notice is posted to CONTRACTOR.

81.0 TIMELY COMPLETION

Time is of the essence with regard to CONTRACTOR's performance of any task, deliverable, goods, services, or other work specified in this Master Agreement.

82.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 82.1 This Master Agreement is subject to the provision of the COUNTY'S ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 82.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 82.3 CONTRACTOR shall not willingly and knowingly make a false Statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 82.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
- a) Pay to the COUNTY any difference between the Master Agreement amount and what the COUNTY's costs would have been if the Master Agreement had been properly awarded;
 - b) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Master Agreement;
 - c) Be subject to the provision of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Master Agreement award.

83.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of COUNTY or the logo of CSS on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Los Angeles COUNTY Board of Supervisors.

84.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Master Agreement are subject to review and/or audit by CSS and COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Master Agreement subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

85.0 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

86.0 WAIVER

No waiver by COUNTY of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 86.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

87.0 WARRANTY AGAINST CONTINGENT FEES

87.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

87.2 For breach of this warranty, COUNTY shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master

Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

88.0 HEALTH INSPECTIONS

CONTRACTOR understands and agrees that COUNTY may cause inspection of the CONTRACTOR's Domestic Violence Shelter Center by the appropriate Department of Public Health (Los Angeles County, or Cities of Long Beach or Pasadena) as often as once every three (3) months or upon receipt of a complaint to determine if the facility is sanitary, healthful and otherwise safe for its intended or actual use. The CONTRACTOR shall be provided with a written report as to any unsatisfactory conditions at the facility and shall either correct the deficiencies or request an extension of time to make such facility corrections from the appropriate Department of Public Health. Failure to permit inspection or cure the defect(s) on timely basis shall constitute grounds for the termination of this Master Agreement.

89.0 INSPECTIONS

Authorized representatives of COUNTY and State agencies shall have the right to conduct on-site inspections to review, audit or investigate CONTRACTOR'S facilities, programs, and records. CSS reserves the right to monitor and conduct inspections at any Shelter site(s) that house and provide services to Domestic Violence victims accordingly. COUNTY reserves the right to conduct unannounced site visits, as deemed necessary.

90.0 CLEAN AND SAFE FACILITIES

CONTRACTOR understands and agrees that, for the duration of this Master Agreement, CONTRACTOR shall ensure that each CONTRACTOR facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen, etc.) for the Clients is clean and safe. Failure to do so will result in the suspension of this Master Agreement pursuant to Section 72.0, Suspension of Contract above.

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

Contractor's Name (Print or Type)

By _____
Authorized Signature

Name _____
(Print or Type)

Title _____
(Print or Type)

Contractor's Corporation/LLC

By _____
Authorized Signature

Name _____
(Print or Type)

Title _____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.,

County Counsel

BY _____
Janice Kasai, Deputy County Counsel

COUNTY OF LOS ANGELES
Department of Community and Senior Services
MANDATED PROGRAM REQUIREMENTS
DOMESTIC VIOLENCE SHELTER BASED PROGRAM

1.0 MANDATED PROGRAM REQUIREMENTS

- 1.1 The Mandated Program requirements define the minimum required tasks for the provision of services to victims of domestic violence in the Domestic Violence Shelter Based Program. CONTRACTOR is obligated to provide the services described herein.
- 1.1.1 The Domestic Violence Shelter Based Program services will be provided by CONTRACTOR. Consistent with California Welfare Institutions Code Section 18294, CONTRACTOR shall provide all of the following basic services to victims of domestic violence and their children:
- (a) Shelter, in an undisclosed and secured location on a 24 hours a day, seven days a week basis.
 - (b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
 - (c) Temporary housing and food facilities.
 - (d) Psychological support and peer counseling provided in accordance with Section 1037.1 of the California Evidence Code.
 - (e) Referrals to existing services in the community.
 - (f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
 - (g) Arrangements for school age children to continue their education during their stay at the domestic violence shelter based program.
 - (h) Emergency transportation as feasible.
- 1.1.2 In addition to the services required in California Welfare and Institutions Code Section 18294, to the extent

possible, and in conjunction with already existing community services, CONTRACTOR shall provide a method of obtaining the following services for victims of domestic violence:

- (a) Medical care
- (b) Legal assistance
- (c) Psychological support and counseling
- (d) Information regarding other available social services

1.2 DEFINITIONS

For purposes of the Master Agreement, the Mandatory Program Requirements, the Statement of Work, and the Budget, the following words shall have the following meaning:

- 1.2.1 (a) "Domestic violence" means abuse committed against an adult or a minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship.
- (b) "Cohabitant" means two unrelated adult persons living together for a substantial period of time resulting in some permanency of relationship. Factors that may determine whether persons are cohabiting include, but are not limited to, all of the following:
 - (1) Sexual relations between the parties while sharing the same living quarters.
 - (2) Sharing of income or expenses.
 - (3) Joint use or ownership of property.
 - (4) Whether the parties hold themselves out as husband and wife.
 - (5) The continuity of the relationship.
 - (6) The length of the relationship.
- (c) "Domestic violence shelter" means a shelter for domestic violence victims that meet all of the following

requirements:

- (1) Provides shelter in an undisclosed and secured location.
 - (2) Provides staff that meet the requirements set forth in Section 1037.1 of the California Evidence Code.
 - (3) Meets the requirements set forth in California Welfare and Institutions Code Section 18294.
- (d) "Undisclosed" means a location that is not advertised or publicized.

1.3 PROGRAM ELIGIBILITY

- 1.3.1 The Domestic Violence Shelter Based Program is a state funded program in which a client's eligibility is not contingent on immigration status. There are no residency requirements. The only requirement for eligibility is being a victim of domestic violence and requiring safe and confidential residence to reside.

1.4 PROGRAM STAFF

- 1.4.1 CONTRACTOR shall provide staff who meets the requirements set forth in California Evidence Code Section 1037.1.
- 1.4.2 Consistent with California Welfare Institution Code Section 18296: CONTRACTOR staff shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.
- 1.4.3 Consistent with California Welfare Institution Code Section 18297: CONTRACTOR staff shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.
- 1.4.4 CONTRACTOR volunteers shall be trained and used to maximum capacity in the delivery of services. CONTRACTOR staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the California Evidence Code.
- 1.4.5 Consistent with California Welfare Institution Code Section 18298: In as much as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent

feasible, a portion of CONTRACTOR personnel shall be bilingual. CONTRACTOR shall make efforts to recruit formerly battered persons as staff members.

1.5 REPORTING REQUIREMENTS

In addition to and consistent with any reporting requirements provided in the Master Agreement's Unique and Standard Terms and Conditions:

- 1.5.1 CONTRACTOR shall maintain annual fiscal reports in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).
- 1.5.2 An annual report shall be prepared by each CONTRACTOR for submission to the Los Angeles County Board of Supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:
 - (a) The total number of persons requesting services of the CONTRACTOR.
 - (b) The number of persons served in the CONTRACTOR's program, by each type of service provided.
 - (c) A description of the social and economic characteristics of persons receiving services, by type of service provided.
- 1.5.3 Data collection for the shelter-based program shall be consistent with the Federal Violence Against Women Act C18 U.S.C. Sec. 2261 et seq.).

1.6 CHARGES TO CLIENTS

- 1.6.1 Services to clients charged to this grant must be provided at **NO COST** to the clients.

1.7 UNANNOUNCED SITE VISITS

- 1.7.1 The CSS Centralized Compliance Division (CCD) may during the course of this Master Agreement, conduct unannounced site visits. Unannounced site visits will be conducted so as to best not alarm or harm the shelter residents.

1.8 CHANGE OF SHELTER SITE/LOCATION

1.8.1 CONTRACTOR shall continuously operate at the shelter location(s) verified by COUNTY. CONTRACTOR shall notify the COUNTY Contracts Management Analyst, verbally, thirty (30) days prior to any CONTRACTOR change in shelter site location. COUNTY will conduct a site visit to the new shelter location. The shelter's confidential address should not be included in any written document to COUNTY.

1.8.1.1 Verification of new shelter site location;

1.8.1.2 General conditions and verification of adequate facilities for the continued provision of services indicated in the Master Agreement;

1.8.1.3 Health and safety conditions of the new shelter.

1.8.2 Failure to comply with the requirements of Subsection 1.8.1 above shall constitute a material breach and may result in the termination of the Master Agreement.

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
STATEMENT OF WORK**

EXHIBIT "B"
Page 1

CONTRACT NO: Amendment No: Modification No.

STATEMENT OF WORK SUMMARY PAGE

Agency: _____ January 1, 2008-December 31, 2008

Address: _____ City/Zip _____

Executive Director: _____ Telephone _____ Fax _____ Email _____

Project Director: _____ Telephone _____ Fax _____ Email _____

SUPERVISORIAL DISTRICT	2008 GRANT AMOUNT
1	
2	
3	
4	
5	
TOTAL	

PROGRAM AND BUDGET APPROVALS: The following representatives have reviewed and approved the Statement of Work and Budget and any additional pages attached for use in carrying out this Master Agreement.

Contractor/Agency Representative: _____ Date: _____

Contract Management Analyst: _____ Date: _____

Contract Management Contracts Officer: _____ Date: _____

**COMMUNITY AND SENIOR SERVICES
DOMESTIC VIOLENCE SHELTER-BASED PROGRAM
BUDGET SUMMARY PAGE
JANUARY 1, 2008 – DECEMBER 31, 2008**

EXHIBIT "C"
Page 1

Contract No: Amendment No: Modification No:

Provide a general description of how funds will be used: